

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Communications LLC		09/28/2004	limited liability company: DELAWARE

## RECEIVING PARTY DATA

Name:	Bank of America, N.A. as administrative agent
Street Address:	101 North Tryon Street
Internal Address:	Credit Services, Mail Code: NC1-001-15-04
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association:

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1975946	MERRILL CORPORATION
Registration Number:	2767018	MERRILL@CCESS
Registration Number:	2472832	MDB<>LINK
Registration Number:	2825379	MERRILLCONNECT
Registration Number:	2456074	EDGAR ADVANTAGE
Registration Number:	2449739	MERRILL NET:PROSPECT
Registration Number:	2531175	MERRILL E:PROOF
Registration Number:	2418166	DELIVERING MARKETING SOLUTIONS TO REAL ESTATE
Registration Number:	2271367	E-TECH
Registration Number:	2532848	UR-LAW
Registration Number:	2300037	N NTEXT TRANSLATIONS
Serial Number:	75753438	MERRILL E-COLLABORATE
Serial Number:	78189182	MERRILL DISCOVERY NAVIGATOR
Serial Number:	78250164	MILLIONS OF PAGES. ONE SOLUTION.

**TRADEMARK**

**900013842**

**REEL: 002953 FRAME: 0064**

**OP \$365.00 1975946**

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038263-0003

NAME OF SUBMITTER:

Rhonda DeLeon

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September ~~28~~, 2004, is made between MERRILL COMMUNICATIONS LLC, a Delaware limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

### W I T N E S S E T H :

WHEREAS, in connection with (i) the \$165,000,000 Credit Agreement, dated as of July 30, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "New Credit Agreement"), among Merrill Communications LLC, a Delaware limited liability company (the "Company"), Merrill Corporation, a Minnesota corporation ("Holdings"), the various financial institutions and other Persons from time to time parties thereto as lenders (the "New Credit Agreement Lenders"), BANA, as administrative agent and collateral agent for the New Credit Agreement Lenders, Credit Suisse First Boston, acting through its Cayman Islands Branch ("CSFB"), as joint lead arranger, joint bookrunner and syndication agent for the New Credit Agreement Lenders, Banc of America Securities LLC ("BAS"), as joint lead arranger and joint bookrunner for the New Credit Agreement Lenders, and Calyon New York Branch ("Calyon") and LaSalle Bank NA ("LaSalle"), as co-documentation agents for the New Credit Agreement Lenders and (ii) the \$45,000,000 Credit Agreement, dated as of July 30, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Senior Discount Notes Refinancing Credit Agreement" and together with the New Credit Agreement, collectively, the "Credit Agreements"), among the Company, Holdings, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Refinancing Credit Agreement Lenders" and together with the New Credit Agreement Lenders, the "Lenders"), BANA, as administrative agent and collateral agent for the Refinancing Credit Agreement Lenders, CSFB as a joint lead arranger, a joint bookrunner and syndication agent for the Refinancing Credit Agreement Lenders, BAS, as a joint lead arranger and a joint bookrunner for the Refinancing Credit Agreement Lenders, and Calyon and LaSalle, as co-documentation agents for the Refinancing Credit Agreement Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreements, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 30, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Company pursuant to the Credit Agreements, and (ii) the Secured Parties to enter into Rate Protection Agreements and Cash Management Services Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired in the United States, including those referred to in Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any licenses as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant (other than to the extent that any such restriction

would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction), unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements) or (ii) the Termination Date, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral (or the Trademark Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Trademark Collateral in accordance with the Credit Agreements (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreements), the Collateral Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Trademark Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERRILL COMMUNICATIONS LLC

By: Steven J. Machov  
Name: Steven J. Machov  
Title: Vice President-General Counsel and  
Secretary

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERRILL COMMUNICATIONS LLC

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Robert Klawinski  
Name: Robert Klawinski  
Title: Managing Director

**SCHEDULE I**  
**to Trademark Security Agreement**

**MERRILL COMMUNICATIONS LLC**

<b>Mark</b>	<b>Regis./Appl. Number File Date</b>
MERRILL CORPORATION	1,975,946 5/28/1996
MERRILL@CCESS	2,767,018 9/23/2003
MDB<>LINK	2,472,832 7/31/2001
MERRILLCONNECT	2,825,379 3/23/2004
EDGAR ADVANTAGE	2,456,074 5/29/2001
MERRILL NET:PROSPECT	2,449,739 5/8/2001
MERRILL E:PROOF	2,531,175 1/22/2002
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	2,418,166 1/2/2001
E-TECH	2,271,367 8/24/1999
UR-LAW	2,532,848 1/22/02
N NTEXT TRANSLATIONS	2,300,037 12/14/99
MERRILL E- COLLABORATE	75/753,438 1/19/99
MERRILL DISCOVERY NAVIGATOR	78/189,182 11/26/02
MILLIONS OF PAGES. ONE SOLUTION.	78/250,164 5/15/03